

# EXHIBIT 8

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ROY THOMAS

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

GARY FRIEDRICH ENTERPRISES, LLC, et al.,  
Plaintiffs,

vs.

Civil Action No.  
08-CV-01533 (BSJ) (JCF)

MARVEL ENTERPRISES, INC., et al.,  
Defendants.

— — —

Videotaped deposition of ROY THOMAS,  
taken on behalf of Plaintiffs, before Rita A.  
DeRouen, Registered Professional Reporter and  
Notary Public, at the Radisson Hotel, 2100 Bush  
River Road, Board Room, Columbia, South Carolina,  
on the 12th day of April, 2011, commencing at  
9:04 a.m.

**CERTIFIED  
COPY**

TSG Job # 37617

1 ROY THOMAS

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21 Also Present: Donald Graves, CLVS

Eli Bard, Marvel Entertainment

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1 ROY THOMAS  
2 I N D E X

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5	By Ms. Kleinick	--

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1 ROY THOMAS

2 Q. Do -- do you know what the actual  
3 formal company name was of the company that you  
4 joined back in 1965?

5 A. I was given to -- understood it was  
6 Magazine Management, which is a name I had not  
7 heard before. That was the parent company, Marvel  
8 Comics was sort of a division of it.

9 Q. And, when you first joined the Marvel  
10 Comics operations of Magazine Management, what was  
11 your -- what was your job?

12 A. I was hired as officially a staff  
13 writer, was the official position at first.

14 Q. And how long did you remain a staff  
15 writer?

16 A. I don't know. Really just a couple  
17 of months because it quickly metamorphosed into  
18 the job of being like an editorial assistant  
19 without much of a real title. The duties didn't  
20 change much, it just became the editorial  
21 assistant, and I did my writing freelance.

22 Q. When you say you did your writing  
23 freelance, you're talking about writing for some  
24 comics?

25 A. Yes.

1 ROY THOMAS

2 Q. And, by freelance, you mean it wasn't  
3 part of your normal job and you did it on the  
4 side?

5 A. Yes, after those first two or three  
6 months, where much of what I did was on staff, and  
7 after that it was freelance.

8 Q. And when you did your freelance  
9 writing, you did that on your own time?

10 A. Yes.

11 Q. Do you know who owned Magazine  
12 Management at the time?

13 A. He may have had some family members  
14 who had a piece, but mainly I understood it was  
15 Martin Goodman.

16 Q. And, to the best of your  
17 understanding, Mr. Goodman owned Magazine  
18 Management either by himself or with other family  
19 members --

20 A. Uh-huh.

21 Q. -- correct?

22 A. Yes.

23 Q. When you were doing freelance writing  
24 back in that period of time, in the, say, mid  
25 1960s, where would you get your writing

1 ROY THOMAS

2 assignments?

3 A. Basically from Stan Lee, the -- the  
4 editor. Sometimes they came through the  
5 production manager, Sol Brodsky.

6 Q. And they would basically tell you  
7 what they wanted you to write and then you would  
8 go out and put something together?

9 MS. KLEINICK: Objection.

10 THE WITNESS: Stan would assign me to  
11 write something, either a plot or just to dialogue  
12 a story that had already -- to add dialogue to a  
13 story that had perhaps already been drawn,  
14 whatever -- whatever was needed.

15 BY MR. KRAMER:

16 Q. Do you know if Martin Goodman ever  
17 sold Magazine Management?

18 A. Yes, my understanding is that he --  
19 he did or -- in the late '60s, '68 or '69,  
20 something like that.

21 Q. Do you know who he sold it to?

22 A. The company name that I recall was  
23 Perfect Film and Chemical. It soon evolved, I  
24 think, to Cadence or something, but I don't know  
25 exactly how or why.

1 ROY THOMAS  
2 C E R T I F I C A T E  
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5 SOUTH CAROLINA:  
6 RICHLAND COUNTY:  
7  
8

9 I hereby certify that the foregoing  
10 deposition was reported, as stated in the caption,  
11 and the questions and answers thereto were reduced  
12 to that written page under my direction; that the  
13 foregoing pages 1 through 168 represent a true and  
14 correct transcript of the evidence given. I  
15 further certify that I am not in any way  
16 financially interested in the result of said case.

17 Pursuant to Rules and Regulations of  
18 the Board of Court Reporting of the Judicial  
19 Council of South Carolina, I make the following  
20 disclosure:

21 I am a South Carolina Court  
22 Reporter. I am here as an independent contractor  
23 for TSG Reporting.

24 I was contacted by the offices of  
25 TSG Reporting to provide court reporting services



1 ROY THOMAS

2 for this deposition. I will not be taking this  
3 deposition under any contract that is prohibited  
4 by O.C.S.C.A. 15-14-7 (a) or (b).

5 I have no written contract to  
6 provide reporting services with any party to the  
7 case, any counsel in the case, or any reporter or  
8 reporting agency from whom a referral might have  
9 been made to cover this meeting. I will charge  
10 my usual and customary rates to all parties in the  
11 case.

12 This, the 15th day of April, 2011.

13

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RITA A. DEROUEN

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My Commission Expires

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August 12, 2019

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